

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In re:

Mark D. Vogl
Debtor

Bradley W. Nordyke
Plaintiff

v.

Mark D. Vogl
Defendant

CHAPTER 7
Case No.

92-62022LW

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

NOV - 4 1994

BARBARA A. EVERLY, CLERK

Adversary Proceeding No.
93-6087KW

JUDGMENT

The issues of this proceeding having been duly considered by the Honorable Paul J. Kilburg, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED: The stipulation between defendant and plaintiff is approved and Vogl is directed to perform all the obligations that he agreed to in the stipulation. IT IS FURTHER ORDERED that judgment is entered against Defendant Mark D. Vogl and in favor of Plaintiff Bradley W. Nordyke for a nondischargeable debt in the amount of \$13,200.00. IT IS FURTHER ORDERED that if defendant fails to timely make payments to plaintiff, the stipulation between them shall be rendered null and void and Nordyke is authorized to seek any other remedies available under state or federal law. IT IS FURTHER ORDERED that should Nordyke undertake any collection action against Vogl in the event of default, Nordyke shall be entitled to receive the balance of the \$13,200.00 judgment and nondischargeable debt still owing, plus interest on the balance at the judgment rate from date of default, as well as Nordyke's attorney fees, expenses and court costs for collection of the debt.



[Seal of the U.S. Bankruptcy Court]
Date of Issuance: November 4, 1994

BARBARA A. EVERLY
Clerk of Bankruptcy Court

By: *Michael A. Goloff*
Deputy Clerk

Recorded Vol III
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
NOV 04 1994
BARBARA A. EVERLY, CLERK

IN RE:)	Chapter 7
)	
Mark D. Vogl)	Bankruptcy No. 92-62022LW
)	
Debtor.)	
_____)	
Bradley W. Nordyke,)	Adversary No. 93-6087KW
)	
Plaintiff,)	
)	
vs.)	
)	
Mark D. Vogl,)	
)	
Defendant.)	

**ORDER Approving Stipulation Between Debtor
Mark D. Vogl and Bradley W. Nordyke
and**

**ORDER Entering Judgment Against Debtor Mark D. Vogl
for Nondischargeable Debt in the Amount of \$13,200.00**

On May 27, 1993, Plaintiff-Creditor Bradley W. Nordyke ("Nordyke") brought an adversary proceeding against Defendant-Debtor Mark D. Vogl ("Vogl"), Social Security No. 484-76-2448, and which Nordyke amended on October 7, 1993. In his complaint Nordyke sought to have the Court except from discharge his \$19,400.00 claim against Vogl, which had arisen as a result of payments and advancements in that amount made by Nordyke to Vogl between March 1991 and April 1992 pursuant to an agreement between the parties that Nordyke would purchase from Vogl the

house located at 1609 West 7th Street in Cedar Falls, Iowa, that was titled in Vogl's name.

The Court, after reviewing the record and hearing statements of counsel, makes the following findings of fact:

1. That to avoid the expense, inconvenience and uncertainty of litigation, Vogl and Nordyke have reached an agreement, embodied in the attached Stipulation, under which they stipulate that Vogl shall satisfy Nordyke's claim by paying the sum of \$13,200.00 to Nordyke.

2. Vogl agrees to and stipulates to the Bankruptcy Court's entry of a nondischargeable debt against him in favor of Nordyke in the amount of \$13,200.00.

3. Vogl also agrees to and stipulates to the Bankruptcy Court's entry of judgment against him in favor of Nordyke in the amount of \$13,200.00.

4. Vogl agrees to pay the \$13,200.00 nondischargeable debt and money judgment to Nordyke pursuant to the following payment schedule, which is also described in Exhibit A, a copy of which is attached and incorporated into the Stipulation by reference:

(a) Twenty-five dollars (\$25.00) per month for three (3) consecutive months, beginning on December 1, 1994, and continuing on the first day (1st) of each month thereafter to and including February 1, 1995, and

(b) Thirty-five dollars (\$35.00) per month for one month, beginning on March 1, 1995, and

(c) One hundred and ten dollars (\$110.00) per month for one hundred and nineteen (119) months, beginning on April 1, 1995, and continuing on the first (1st) of each month thereafter to and including February 1, 2005.

5. Vogl agrees to forward these monthly payments by first-class mail or to deliver them to Nordyke at the following address, or at such other address as Nordyke shall notify him of in writing should his address change:

Bradley W. Nordyke
216 Balboa
Rancho Viejo, TX 78575

6. Vogl and Nordyke stipulate and agree that no interest shall accrue on the unpaid balance during the payment schedule as set forth in paragraph 4 above and described more fully in Exhibit A.

7. Vogl's failure, for two months in succession, to make the payments as set forth in Exhibit A and in paragraphs 4 and 5 above shall constitute default.

8. If Vogl fails, for two months in succession, to make the payments to Nordyke as set forth in Exhibit A and in paragraphs 4 and 5 above and becomes in default, this Stipulation shall be rendered null and void and Nordyke may seek any other remedies available to him under state or federal law.

9. If Vogl fails, for two months in succession, to make the payments to Nordyke as set forth in Exhibit A and paragraphs 4 and 5 above and becomes in default, Nordyke, in any collection action against Vogl, shall be entitled to the amount of the balance of the \$13,200.00 judgment and nondischargeable debt still owing, plus interest on the balance at the judgment rate from the date of the default, as well as Nordyke's attorney fees, expenses and court costs for collection of the debt.

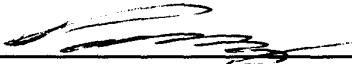
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Stipulation between Defendant-Debtor Mark D. Vogl and Plaintiff Bradley W. Nordyke is hereby approved and Vogl is directed to perform all the obligations that he agreed to in the Stipulation.

IT ALSO IS ORDERED that judgment is entered against Defendant-Debtor Mark D. Vogl in favor of Plaintiff Bradley W. Nordyke for a nondischargeable debt in the amount of \$13,200.00.

IT FURTHER IS ORDERED THAT if Defendant-Debtor Mark D. Vogl fails to timely make payments to Plaintiff Bradley W. Nordyke, the Stipulation between them shall be rendered null and void and Nordyke is authorized to seek any other remedies available under state or federal law.

IT ALSO IS ORDERED that should Nordyke undertake any collection action against Vogl in the event of default, Nordyke shall be entitled to receive the balance of the \$13,200.00 judgment and nondischargeable debt still owing, plus interest on the balance at the judgment rate from the date of Vogl's default, as well as Nordyke's attorney fees, expenses and court costs for collection of the debt.

SO ORDERED this 4 day of November, 1994.



JUDGE PAUL J. KILBURG
United States Bankruptcy Court
Northern District of Iowa

Order prepared and submitted by:
Kathleen Corcoran I.D. No. 483-56-9323
Childers & Fiegen, P.C.
Attorneys for Plaintiff Bradley W. Nordyke

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

NOV 03 1994

BARBARA A. EVERLY CLERK

IN RE:)	Chapter 7
)	
Mark D. Vogl)	Bankruptcy No. 92-62022LW
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Debtor.)	
_____)	
Bradley W. Nordyke,)	Adversary No. 93-6087KW
)	
Plaintiff,)	
)	
vs.)	
)	
Mark D. Vogl,)	
)	
Defendant.)	

**STIPULATION BETWEEN DEBTOR MARK D. VOGL AND
BRADLEY W. NORDYKE FOR ENTRY OF MONEY JUDGMENT AND
NONDISCHARGEABLE DEBT IN THE AMOUNT OF \$13,200.00**

Mark D. Vogl ("Vogl"), Debtor-Defendant, and Plaintiff Bradley W. Nordyke ("Nordyke"), through his attorneys, Childers & Fiegen, P.C., stipulate and agree as follows:

1. Vogl filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code on November 5, 1992.
2. Nordyke, whose current address is 216 Balboa, Rancho Viego, Texas 78575, is a creditor of Vogl's.

3. At the time Vogl filed his Chapter 7 petition and until mid-1994, Nordyke was a lieutenant in the United States Navy and on active duty as a flight surgeon at the U.S. Naval Air Station in Guam.

4. In Schedule F of his Chapter 7 bankruptcy petition, Vogl listed Nordyke as a creditor with an unsecured, non-priority claim of \$18,000.00.

5. In Schedule F Vogl also stated that the date Nordyke's claim was incurred was 3/88-90 and that the consideration for the claim was "personal loan for house expenses."

6. On May 27, 1993, Nordyke filed an adversary complaint, which was amended on October 7, 1993, to bar the discharge of his claim against Vogl pursuant to 11 U.S.C. § 523(a)(6) and 11 U.S.C. § 524(a)(2)(A) and to obtain a money judgment against Vogl.

7. In his complaint Nordyke asserted that, under an agreement between the parties, he had made \$19,400.00 in payments and advancements to Vogl between March 1991 and April 1992, which were for Nordyke's purchase of the house located at 1609 West 7th Street in Cedar Falls, Iowa, that was titled in Vogl's name.

8. In his complaint Nordyke also asserted that he and Vogl had agreed that the payments and advancements to be made by Nordyke did not constitute a loan, but instead were for Nordyke's purchase of the house described in paragraph 7. Nordyke also asserted that in May 1992 Vogl sold the house and kept the proceeds without informing Nordyke in advance or obtaining his permission, and Vogl never paid any money in return to Nordyke for the \$19,400.00 in payments and advancements Vogl had received from him.

3. At the time Vogl filed his Chapter 7 petition and until mid-1994, Nordyke was a lieutenant in the United States Navy and on active duty as a flight surgeon at the U.S. Naval Air Station in Guam.

4. In Schedule F of his Chapter 7 bankruptcy petition, Vogl listed Nordyke as a creditor with an unsecured, non-priority claim of \$18,000.00.

5. In Schedule F Vogl also stated that the date Nordyke's claim was incurred was 3/88-90 and that the consideration for the claim was "personal loan for house expenses."

6. On May 27, 1993, Nordyke filed an adversary complaint, which was amended on October 7, 1993, to bar the discharge of his claim against Vogl pursuant to 11 U.S.C. § 523(a)(6) and 11 U.S.C. § 524(a)(2)(A) and to obtain a money judgment against Vogl.

7. In his complaint Nordyke asserted that, under an agreement between the parties, he had made \$19,400.00 in payments and advancements to Vogl between March 1991 and April 1992, which were for Nordyke's purchase of the house located at 1609 West 7th Street in Cedar Falls, Iowa, that was titled in Vogl's name.

8. In his complaint Nordyke also asserted that he and Vogl had agreed that the payments and advancements to be made by Nordyke did not constitute a loan, but instead were for Nordyke's purchase of the house described in paragraph 7. Nordyke also asserted that in May 1992 Vogl sold the house and kept the proceeds without informing Nordyke in advance or obtaining his permission, and Vogl never paid any money in return to Nordyke for the \$19,400.00 in payments and advancements Vogl had received from him.

9. That to avoid the expense, inconvenience and uncertainty of litigation, Vogl and Nordyke have reached this Stipulation, under which they agree to stipulate that Vogl shall satisfy Nordyke's claim by paying the sum of \$13,200.00 to Nordyke.

10. Vogl agrees to and stipulates to the Bankruptcy Court's entry of a nondischargeable debt against him in favor of Nordyke in the amount of \$13,200.00.

11. Vogl also agrees to and stipulates to the Bankruptcy Court's entry of a money judgment against him in favor of Nordyke in the amount of \$13,200.00.

12. Vogl agrees to pay the \$13,200.00 nondischargeable debt and money judgment to Nordyke pursuant to the following payment schedule, which is also described in Exhibit A, a copy of which is attached and incorporated into this Stipulation by reference:

(a) Twenty-five dollars (\$25.00) per month for three (3) consecutive months, beginning on December 1, 1994, and continuing on the first day (1st) of each month thereafter to and including February 1, 1995, and

(b) Thirty-five dollars (\$35.00) per month for one month, beginning on March 1, 1995, and

(c) One hundred and ten dollars (\$110.00) per month for one hundred and nineteen (119) consecutive months, beginning on April 1, 1995, and continuing on the first (1st) of each month thereafter to and including February 1, 2005.

13. Vogl agrees to forward these monthly payments by first-class mail or to deliver them to Nordyke at the following address, or at such other address as Nordyke shall notify him of in writing should his address change:

Bradley W. Nordyke
216 Balboa
Rancho Viejo, TX 78575

14. Vogl and Nordyke stipulate and agree that no interest shall accrue on the unpaid balance during the payment schedule as set forth in paragraph 12 and described more fully in Exhibit A.

15. Vogl's failure, for two months in succession, to make the payments as set forth in Exhibit A and in paragraphs 12 and 13 shall constitute default.

16. If Vogl fails, for two months in succession, to make the payments to Nordyke as set forth in Exhibit A and in paragraphs 12 and 13 and becomes in default, this Stipulation shall be rendered null and void and Nordyke may seek any other remedies available to him under state or federal law.

17. If Vogl fails, for two months in succession, to make the payments to Nordyke as set forth in Exhibit A and paragraphs 12 and 13 and becomes in default, Nordyke, in any collection action against Vogl, shall be entitled to the amount of the balance of the \$13,200.00 judgment and nondischargeable debt still owing, plus interest on the balance at the judgment rate from the date of the default, as well as Nordyke's attorney fees, expenses and court costs for collection of the debt.

18. Vogl and Nordyke agree that this Stipulation shall not become effective until the Bankruptcy Court enters an order approving it.

19. Vogl and Nordyke agree that this Stipulation shall inure to the benefit of the respective parties, their heirs, successors and assigns.

20. Vogl and Nordyke agree to cooperate in the drafting and execution of any and all additional documents necessary to effectuate the purpose and intent of this Stipulation.

21. Vogl and Nordyke agree that this Stipulation shall be interpreted, construed, enforced and performed in accordance with the laws of the State of Iowa.

22. Vogl and Nordyke request that the Court enter an order approving this Stipulation and entering a money judgment against Vogl in favor of Nordyke for a nondischargeable debt in the amount of \$13,200.00.

SO AGREED TO AND STIPULATED TO this 3rd day of November, 1994 in Cedar Falls, Iowa.

MARK D. VOGL

By: Mark D. Vogl
Mark D. Vogl
Social Security No. 484-76-2448
2812 Redwood Lane
Waterloo, Iowa 50703

BRADLEY W. NORDYKE

By: Kathleen Corcoran
Kathleen Corcoran I.D. No. 483-56-9323
Childers & Fiegen, P.C.
Suite 350 -- The Center, P.O. Box 5430
Cedar Rapids, Iowa 52406-5430
(319) 363-3322 (319) 362-5634 Fax
Attorneys for Bradley W. Nordyke

Exhibit A

PAYMENT SCHEDULE

For Repayment of Nondischargeable Debt and Judgment of \$13,200.00
Owed by Mark D. Vogl to Bradley W. Nordyke

PAYMENT NUMBER	DATE DUE	PAYMENT DUE	BALANCE
			\$13,200.00
1	December 1, 1994	\$25.00	\$13,175.00
2	January 1, 1995	\$25.00	\$13,150.00
3	February 1, 1995	\$25.00	\$13,125.00
4	March 1, 1995	\$35.00	\$13,090.00
5	April 1, 1995	\$110.00	\$12,980.00
6	May 1, 1995	\$110.00	\$12,870.00
7	June 1, 1995	\$110.00	\$12,760.00
8	July 1, 1995	\$110.00	\$12,650.00
9	August 1, 1995	\$110.00	\$12,540.00
10	September 1, 1995	\$110.00	\$12,430.00
11	October 1, 1995	\$110.00	\$12,320.00
12	November 1, 1995	\$110.00	\$12,210.00
13	December 1, 1995	\$110.00	\$12,100.00
14	January 1, 1996	\$110.00	\$11,990.00
15	February 1, 1996	\$110.00	\$11,880.00
16	March 1, 1996	\$110.00	\$11,770.00
17	April 1, 1996	\$110.00	\$11,660.00
18	May 1, 1996	\$110.00	\$11,550.00
19	June 1, 1996	\$110.00	\$11,440.00
20	July 1, 1996	\$110.00	\$11,330.00
21	August 1, 1996	\$110.00	\$11,220.00
22	September 1, 1996	\$110.00	\$11,110.00
23	October 1, 1996	\$110.00	\$11,000.00
24	November 1, 1996	\$110.00	\$10,890.00
25	December 1, 1996	\$110.00	\$10,780.00
26	January 1, 1997	\$110.00	\$10,670.00
27	February 1, 1997	\$110.00	\$10,560.00
28	March 1, 1997	\$110.00	\$10,450.00
29	April 1, 1997	\$110.00	\$10,340.00
30	May 1, 1997	\$110.00	\$10,230.00
31	June 1, 1997	\$110.00	\$10,120.00
32	July 1, 1997	\$110.00	\$10,010.00
33	August 1, 1997	\$110.00	\$9,900.00
34	September 1, 1997	\$110.00	\$9,790.00
35	October 1, 1997	\$110.00	\$9,680.00
36	November 1, 1997	\$110.00	\$9,570.00
37	December 1, 1997	\$110.00	\$9,460.00

PAYMENT SCHEDULE (page 2)
For Repayment of Nondischargeable Debt and Judgment of \$13,200.00
Owed by Mark D. Vogl to Bradley W. Nordyke

PAYMENT NUMBER	DATE DUE	PAYMENT DUE	BALANCE
38	January 1, 1998	\$110.00	\$9,350.00
39	February 1, 1998	\$110.00	\$9,240.00
40	March 1, 1998	\$110.00	\$9,130.00
41	April 1, 1998	\$110.00	\$9,020.00
42	May 1, 1998	\$110.00	\$8,910.00
43	June 1, 1998	\$110.00	\$8,800.00
44	July 1, 1998	\$110.00	\$8,690.00
45	August 1, 1998	\$110.00	\$8,580.00
46	September 1, 1998	\$110.00	\$8,470.00
47	October 1, 1998	\$110.00	\$8,360.00
48	November 1, 1998	\$110.00	\$8,250.00
49	December 1, 1998	\$110.00	\$8,140.00
50	January 1, 1999	\$110.00	\$8,030.00
51	February 1, 1999	\$110.00	\$7,920.00
52	March 1, 1999	\$110.00	\$7,810.00
53	April 1, 1999	\$110.00	\$7,700.00
54	May 1, 1999	\$110.00	\$7,590.00
55	June 1, 1999	\$110.00	\$7,480.00
56	July 1, 1999	\$110.00	\$7,370.00
57	August 1, 1999	\$110.00	\$7,260.00
58	September 1, 1999	\$110.00	\$7,150.00
59	October 1, 1999	\$110.00	\$7,040.00
60	November 1, 1999	\$110.00	\$6,930.00
61	December 1, 1999	\$110.00	\$6,820.00
62	January 1, 2000	\$110.00	\$6,710.00
63	February 1, 2000	\$110.00	\$6,600.00
64	March 1, 2000	\$110.00	\$6,490.00
65	April 1, 2000	\$110.00	\$6,380.00
66	May 1, 2000	\$110.00	\$6,270.00
67	June 1, 2000	\$110.00	\$6,160.00
68	July 1, 2000	\$110.00	\$6,050.00
69	August 1, 2000	\$110.00	\$5,940.00
70	September 1, 2000	\$110.00	\$5,830.00
71	October 1, 2000	\$110.00	\$5,720.00
72	November 1, 2000	\$110.00	\$5,610.00
73	December 1, 2000	\$110.00	\$5,500.00

PAYMENT SCHEDULE (page 3)
For Repayment of Nondischargeable Debt and Judgment of \$13,200.00
Owed by Mark D. Vogl to Bradley W. Nordyke

PAYMENT NUMBER	DATE DUE	PAYMENT DUE	BALANCE
74	January 1, 2001	\$110.00	\$5,390.00
75	February 1, 2001	\$110.00	\$5,280.00
76	March 1, 2001	\$110.00	\$5,170.00
77	April 1, 2001	\$110.00	\$5,060.00
78	May 1, 2001	\$110.00	\$4,950.00
79	June 1, 2001	\$110.00	\$4,840.00
80	July 1, 2001	\$110.00	\$4,730.00
81	August 1, 2001	\$110.00	\$4,620.00
82	September 1, 2001	\$110.00	\$4,510.00
83	October 1, 2001	\$110.00	\$4,400.00
84	November 1, 2001	\$110.00	\$4,290.00
85	December 1, 2001	\$110.00	\$4,180.00
86	January 1, 2002	\$110.00	\$4,070.00
87	February 1, 2002	\$110.00	\$3,960.00
88	March 1, 2002	\$110.00	\$3,850.00
89	April 1, 2002	\$110.00	\$3,740.00
90	May 1, 2002	\$110.00	\$3,630.00
91	June 1, 2002	\$110.00	\$3,520.00
92	July 1, 2002	\$110.00	\$3,410.00
93	August 1, 2002	\$110.00	\$3,300.00
94	September 1, 2002	\$110.00	\$3,190.00
95	October 1, 2002	\$110.00	\$3,080.00
96	November 1, 2002	\$110.00	\$2,970.00
97	December 1, 2002	\$110.00	\$2,860.00
98	January 1, 2003	\$110.00	\$2,750.00
99	February 1, 2003	\$110.00	\$2,640.00
100	March 1, 2003	\$110.00	\$2,530.00
101	April 1, 2003	\$110.00	\$2,420.00
102	May 1, 2003	\$110.00	\$2,310.00
103	June 1, 2003	\$110.00	\$2,200.00
104	July 1, 2003	\$110.00	\$2,090.00
105	August 1, 2003	\$110.00	\$1,980.00
106	September 1, 2003	\$110.00	\$1,870.00
107	October 1, 2003	\$110.00	\$1,760.00
108	November 1, 2003	\$110.00	\$1,650.00
109	December 1, 2003	\$110.00	\$1,540.00

PAYMENT SCHEDULE (page 4)
For Repayment of Nondischargeable Debt and Judgment of \$13,200.00
Owed by Mark D. Vogl to Bradley W. Nordyke

PAYMENT NUMBER	DATE DUE	PAYMENT DUE	BALANCE
110	January 1, 2004	\$110.00	\$1,430.00
111	February 1, 2004	\$110.00	\$1,320.00
112	March 1, 2004	\$110.00	\$1,210.00
113	April 1, 2004	\$110.00	\$1,100.00
114	May 1, 2004	\$110.00	\$990.00
115	June 1, 2004	\$110.00	\$880.00
116	July 1, 2004	\$110.00	\$770.00
117	August 1, 2004	\$110.00	\$660.00
118	September 1, 2004	\$110.00	\$550.00
119	October 1, 2004	\$110.00	\$440.00
120	November 1, 2004	\$110.00	\$330.00
121	December 1, 2004	\$110.00	\$220.00
122	January 1, 2005	\$110.00	\$110.00
123	February 1, 2005	\$110.00	0

TOTAL of 123 monthly payments: \$13,200.00

Notice sent to: *w Judgment*

Kathleen Corcoran
Suite 350, The Center
PO Box 5430
Cedar Rapids, IA 52406-5430

Mark D. Vogl
104 Main St
Cedar Falls, IA 50613

US Trustee - CR
Law Building Suite 400
225 2nd Street SE
Cedar Rapids, IA 52401

11-4-94

mg

JUN 30 1998

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

GEORGE D. PRENTICE, II

IN RE:)	Chapter 7
)	
Mark D. Vogl)	Bankruptcy No. 92-62022LW
)	
Debtor.)	
_____)	
)	
Bradley W. Nordyke,)	Adversary No. 93-6087KW
Plaintiff.)	
)	
vs.)	
)	SATISFACTION OF JUDGMENT
Mark D. Vogl,)	
Defendant.)	

COMES NOW, Plaintiff, Bradley W. Nordyke, and states to the Court that the judgment rendered in favor of Plaintiff, Bradley W. Nordyke, and against Debtor/Defendant, Mark D. Vogl, by the Honorable Judge Paul J. Kilburg dated November 4, 1994 has been satisfied by Debtor/Defendant in full.

Brad Nordyke
Bradley W. Nordyke

Copy to:

US Trustee - CR
Law Building Suite 400
225 2nd Street SE
Cedar Rapids, IA 52401

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing pleading was served upon all parties to the above cause to each of the Attorneys of record herein at their respective addresses disclosed on the pleadings on JUNE 29, 1998.

Paul J. Kilburg

Recorded: Vol III
page 239

Copy returned
6-30-98 mg